Renaissance Life & Health Insurance Company of America®

[P.O. Box 1596
Indianapolis, Indiana 46206-1596]

In this Policy, "we," "our" and "us" will refer to Renaissance Life & Health Insurance Company of America, a stock company. "You" or "your" will refer to the Insured as defined in this Policy.

AGREEMENT AND CONSIDERATION

Renaissance Life & Health Insurance Company of America (RLHICA or Company) will pay benefits for covered dental benefits as set forth in this Policy. This Policy is issued in exchange for and on the basis of the statements made on your application and payment of the first premium. It takes effect on the Effective Date shown below. It will remain in force for such further periods for which it is renewed automatically upon payment of premium. All periods will begin and end at 12:01 A.M., Standard Time, where you live.

10-DAY RIGHT TO EXAMINE AND RETURN THIS POLICY

Please read this Policy. If you are not satisfied, you may return the Policy within 10 days after you received it. Mail or deliver it to us or to your agent. Any premium paid will be refunded. This Policy will then be void from its start.

This Policy is signed for the Company as of its effective date.

Secretary

President and Chief Executive Officer

THIS DENTAL POLICY IS CONDITIONALLY RENEWABLE
REFER TO RENEWABILITY AND TERMINATION PROVISION

Notice to Buyer: This policy provides dental benefits only.

READ YOUR POLICY CAREFULLY
This Policy is a legal contract between You and Us.

TABLE OF CONTENTS

SECTION **PAGE(S)**

DEFINITIONS

Definitions

A. Allowed Amount – means the maximum dollar amount upon which we will base Benefits. For services rendered or items provided by an In-Network Dentist, the Allowed Amount is a pre-negotiated fee that the provider has agreed to accept as payment in full. For services rendered or items provided by an Out-of-Network Dentist, we determine the Allowed Amount using statistically valid claims data submitted to us and our affiliates which show the most frequently charged fees by providers in the same geographic areas for comparable services or supplies. The claims data and fees are updated periodically using the most current codes and nomenclature developed and maintained by the American Dental Association. (This definition is only applicable if the Allowed Amount method for Benefits is shown in the Summary of Dental Plan Benefits Section).

B. Benefit Year – means the calendar year beginning on January 1, unless otherwise shown on the Summary of Dental Plan Benefits.

C. Benefits – means payment for dental services covered under the Policy.

D. Child – means the Insured's natural children, stepchildren, adopted children, or foster children placed in the foster home; children by virtue of legal guardianship during the waiting period for legal adoption or guardianship.

E. Coinsurance – means the percentage of the Allowed Amount for Covered Services that the Insured must pay toward treatment.

F. Completions Dates – Some procedures may require more than one appointment. Treatment is complete:
   - for dentures and partial dentures, on the delivery date;
   - for crowns and bridgework, on the cementation date;
   - for root canals and periodontal treatment, on the date of the final procedure that completes treatment.

G. Copayment – means the dollar amount that the Insured must pay toward treatment.

H. Covered Services – means the unique dental services selected for benefits as described in the Summary of Dental Plan Benefits and subject to the terms and conditions of this Policy.

I. Deductible – means the amount an individual and/or a family must pay toward Covered Services before RLHICA begins paying for services under this Policy. The Deductible amount is shown in the Summary of Dental Plan Benefits.

J. Dentist – means a person licensed to practice dentistry in the state or country in which dental services are rendered. This policy also provides for coverage of a dental hygiene therapist and independent practice dental hygienist. This definition controls over any exclusion to the contrary.

K. Eligible Dependent – means:
   a. The legal spouse of the Insured; or
   b. An unmarried or never married Child of the Insured who has not yet reached the end of the calendar year of his or her 19th birthday; or

c. A unmarried or never married Child of the Insured who has not yet reached his or her 25th birthday, so long as the Child is: (1) dependent upon the Insured for support; and (2) is a full-time student (if an Eligible Dependent is a student and is unable to remain enrolled in school on a full-time basis due to a mental or physical illness or an accidental injury, coverage will be continued for such Eligible Dependent until he or she attains age 25. The Eligible Dependent must provide written documentation from a health care provider and the student's school that he or she is no longer enrolled in school on a full-time basis due to a mental or physical illness or accidental injury); or

d. An unmarried or never married Child of the Insured or the Insured's legal spouse if, pursuant to a court decree, the Insured or the Insured's legal spouse is financially responsible for the medical, health, or dental care of the Child; or

e. An unmarried or never married Child of the Insured who has reached the end of the calendar year of his or her 19th birthday and is both: (1) incapable of self-sustaining employment by reason of a mental or physical condition; and (2) chiefly dependent upon the Insured for support and maintenance. In the event that RLHICA denies a claim under this Policy for the reason that the Child has attained the Limiting Age for dependent children, the Insured has the burden of establishing that the Child continues to meet the two criteria specified above. If requested by RLHICA, the Insured shall submit medical report confirming that the Child meets the two criteria specified above.

L. In-Network Dentist – means a preferred provider Dentist who has entered into a contract to provide Covered Services for pre-negotiated fees that the Dentist has agreed to accept as payment in full. A current list of In-Network Dentists will be provided to you.

M. Insured – means the enrollee named in the application and enrolled by us to receive Benefits under the Policy, also referred to herein as "you" or "your".

N. Legal Spouse – means a person who is any of the following: (a) the spouse of the Certificate Holder through a marriage legally recognized by the state in which this Policy was issued; or (b) the partner of the Certificate Holder through a civil union legally recognized by the state in which this Policy was issued [.][; or] [(c) the Domestic Partner of the Certificate Holder, so long as the requirements listed in the Declarations Section are met and proof that those requirements are met is provided to RLHICA at its request].

O. Maximum Approved Fee – A system used by RLHICA to determine the approved fee for a given procedure for a Dentist. A fee meets Maximum Approved Fee requirements if it is the lowest of:

- The Submitted Fee
- The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service, irrespective of Dentist's contractual agreement with another dental benefits organization.
- The maximum fee allowed for a given procedure in a given region and/or specialty, under normal circumstances.

RLHICA may also approve a fee under unusual circumstances.

Participating Dentists are not allowed to charge patients more than the Maximum Approved Fee for the Covered Service. In all cases, RLHICA will make the final determination about what is the Maximum Approved Fee for the Covered Service.

DEFINITIONS

P. Maximum Payment – means the maximum dollar amount RLHICA will pay in any Benefit Year or lifetime for Covered Services. The Maximum Payment is specified in the Summary of Dental Plan Benefits.

Q. Out-of-Network Dentist – means a Dentist who has not entered into a contract to provide Covered Services for pre-negotiated fees.

R. Policy – means this document, issued and delivered to the Insured. It includes the attached pages, the application and any attached amendments.

S. Predetermination (Pre-Service Claim) – An estimate of Covered Services. Dentists may submit their treatment plans to RLHICA before procedures are started. RLHICA reviews the treatment plan and advises the patient and Dentist of what services are covered by your Policy and what RLHICA's payment may be. RLHICA's payment for predetermined services depends on continued eligibility and the annual or lifetime Maximum Payment available. RLHICA does not require predetermination of Covered Services.

T. Submitted Amount – means the fee a Dentist bills to RLHICA for a specific treatment.

INSURED PERSONS ELIGIBILITY

The persons covered on the Effective Date of this Policy will be the Insured and any Eligible Dependent(s) named in the application that has been approved by RLHICA. The Summary of Dental Plan Benefits will have specific information about this Policy's rules for dependent eligibility. This Policy will provide coverage as follows:

Individual Plan – Insured only
Individual plus Legal Spouse Plan – Insured and Legal Spouse only
Individual and One Child Plan
Individual and Two Children Plan
Individual and Three or More Children Plan
One Child Family Plan – Insured, Legal Spouse and one Child
Two Child Family Plan – Insured, Legal Spouse and two Children
Three or More Children Family Plan – Insured, Legal Spouse, and three or more Children.

ADDING NEW COVERED PERSONS

Adding an Adult (A Parent or Legal Spouse): You may add an adult to the Policy, including your Legal Spouse or a parent of insured Children. You must submit an application for RLHICA approval and pay the added premium, if any is required. The adult will not be insured until we:

A. approve the application;
B. give written notice to you that the Policy is changed; and
C. receive the required premium.

The effective date of coverage will be on the written notice sent to you.

Adding a Newborn or Adopted Child: A newborn or adopted Child will be covered from the time of its birth or from the date of placement or final decree of adoption, whichever occurs first. A newborn or adopted Child may continue as a covered person after 31 days only if you ask for the Child to be added for coverage and you pay the increase in premium, if any. This must be done by the 31st day after the Child's birth or the earlier of the date of placement or final decree of adoption. If this is not done, the newborn or adopted Child will cease to be an Eligible Dependent as of the end of the 31st day.

Adding a Child Under Guardianship: A Child for whom you or your Legal Spouse is a court-appointed guardian will be covered from the date of the filing of the application for appointment of guardianship with a court of competent jurisdiction, subject to the terms of the Policy, until the 31st day after that date, unless the guardianship is disrupted prior to the date the court appoints you or your Legal Spouse as guardian and the Child is removed from your or your Legal Spouse's physical custody. The Child may continue as an Eligible Dependent after the 31st day only if we have received both written notice of the Child's pending guardianship status and any additional premium required.

Adding Other Eligible Children: To add any other Child as an Eligible Dependent, you must: (A) submit an application for our approval; and (B) pay any added premium that we may require. The Child will not become an Eligible Dependent until RLHICA gives notice to you of our approval, and we receive the required premium. The effective date of coverage will be in the written notice sent to you

RENEWABILITY AND TERMINATION OF POLICY

CONDITIONALLY RENEWABLE – PREMIUM MAY CHANGE: The Insured may keep this Policy in force by timely payment of the premiums. However, we may refuse renewal due to:

A. non-payment of premium, subject to the Grace Period provision;
B. fraud or material misrepresentation made by or with the knowledge of the Insured or an Eligible Dependent applying for this coverage or filing a claim for benefits;
C. the Insured engaging in intentional and abusive noncompliance with material provisions of the Policy;
D. the company ceasing to renew all policies issued to on this form to residents of the state where you live.

We may refuse renewal for reasons (A) – (D) above as of any premium due date.

At least 30 days notice of any non-renewal an action permitted by this clause will be mailed to the Insured at your last address as shown in our records. If we fail to provide 30 days notice of our intent to terminate coverage, your coverage will remain in effect until 30 days after notice is given or until the effective date of replacement coverage, whichever occurs first. However, no benefits will be paid for expenses incurred during any period of time for which premium has not been paid.

TERMINATION: All insurance will cease on termination of the Policy. This Policy will terminate on:

A. nonpayment of premiums when due, subject to the Grace Period clause;
B. the date we receive a written request from you to terminate the Policy, or any later date stated in your request;
C. the date we decline to renew the Policy as provided by the above renewal clause; or
D. the date of your death, if this Policy is an Individual Plan.

We will refund any premium paid and not earned due to Policy termination. The refund will be based on the number of full months that remain in the premium period.

If this Policy is other than an Individual Plan, it may be continued after your death: (a) by your spouse, if an Eligible Dependent; otherwise, (b) by the youngest child who is an Eligible Dependent. The Policy will be changed to a plan appropriate, as determined by us, to the Eligible Dependents that continue to be covered under it. Your spouse, or youngest child, will replace you as the Insured. A proper adjustment will be made in the premium required for the Policy to be continued. We will also refund any premium paid and not earned due to the Insured's death. The refund will be based on the number of full months that remain to the next premium due date.

Termination of Spouse's Coverage: The Insured's spouse will cease to be an Eligible Dependent at the end of the premium period in which you become legally divorced.

Termination of a Child's Coverage: A Child will cease to be an Eligible Dependent at the end of the premium period in which he or she ceases to be an Eligible Child.

A Child may continue as an Eligible Dependent if:

A. he or she ceases to be an Eligible Dependent solely because of reaching the limiting age of 19 (or 25 if enrolled as a full-time student at an accredited college or university); and
B. he or she is not able to engage in self-sustaining employment due to mental retardation or physical disability.

The Child may continue as an Eligible Dependent for as long as he or she: (a) is not able to be so employed due to mental retardation or physical disability; and (b) is dependent on the Insured for financial support and maintenance. The Child will cease to be an Eligible Dependent and all coverage of the Child will end when he or she ceases to meet either of these two tests, or when coverage would

otherwise terminate under this provision. The Child will be deemed to have ceased to qualify as an Eligible Dependent if:

A. we ask you for proof of his or her current status; and
B. you fail to give us proof within 60 days after the date of our request.

RLHICA may ask you to give us proof of the child's status as often as we deem necessary. We will not ask you to give proof more than once each year.

Benefits After Coverage Terminates: Termination of coverage will be without prejudice to any claim for expenses incurred prior to the date coverage terminates. Benefits for covered expenses incurred after an Eligible Dependent ceases to be insured are provided for certain procedures. No benefits are provided, however, if the Policy is terminated because of: (a) a request by the Insured; (b) fraud or material misrepresentation on your part; or (c) your failure to pay premiums. Certain procedures begun before the coverage terminates may be covered if the services were completed within a 30-day period measured from the date of termination. In those cases, RLHICA evaluates those services in progress to determine what portion may be paid by RLHICA. The balance of the total fee is the Insured's responsibility.

THIRD-PARTY NOTICE OF CANCELLATION

Maine Law provides for Third-Party Notice of Cancellation, which means the Insured is allowed the right to designate an additional person to receive notice of any intent to cancel a contract of coverage. The purpose of this rule is to reduce the danger that persons suffering from organic brain disease will lose their dental coverage because their medical condition caused them to neglect their premium payment obligations or made them unaware that their coverage would be terminating.

Under this Rule, the Insured is provided the right to:

1. Designate a third party to receive notice of cancellation;

2. Change the designation; and

3. Have the policy reinstated if the Insured suffers from organic brain disease and the grounds for cancellation was nonpayment of premium or other lapse or default on the part of the Insured.

To exercise this option, the Insured must request a Third-Party Notice Request Form; the forms will be mailed directly to the Insured within 10 days following receipt of the request.

At any time after submitting a completed Third-Party Notice Request Form, the designation may be changed upon written request of the Insured.

At least 10 days prior to cancellation of the policy, in addition to giving notice to the Insured in a manner consistent with the applicable law, we will give notice of the pending cancellation to the designated third party, if any, at the last address(es) provided. Such notice will state the reason for cancellation and the date coverage is to terminate. If cancellation is due to nonpayment of premium, the notice will include the amount of unpaid premium and the date by which payment must be made. If cancellation is for reasons beyond the Insured's control, the notice will so advise and explain the rights of continuation or conversion to individual coverage, if applicable.

COVERED SERVICES

A. Categories of Services

We agree to provide Benefits to you and your Eligible Dependents under our policies and procedures and the terms and conditions of this Policy, including, but not limited to, the categories of services, exclusions and limitations listed below.

Unless otherwise specified in the Summary of Dental Plan Benefits Section, Covered Services may be divided into the following categories, and are subject to the exclusions and limitations listed below. Please see the Summary of Dental Plan Benefits Section for additional Benefits, exclusions and limitations applicable under your Policy.

Please note that certain Covered Services provided to individuals under the age of 19 are considered Essential Health Benefits and are subject to specific rules concerning applicable Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations. For a complete list of those services designated as Essential Health Benefits, as well as the applicable rules governing Essential Health Benefits, please see your Summary of Dental Plan Benefits. In the event an individual under the age of 19 receives a Covered Service designated as an Essential Health Benefit, the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in your Summary of Dental Plan Benefits shall be controlling. In no event will the general frequency limitations set forth in this Policy apply to any of the Covered Services listed as Essential Health Benefits in your Summary of Dental Plan Benefits. The remaining general exclusions and limitations found in this Policy shall only apply to a Covered Service designated as an Essential Health Benefit to the extent those general exclusions and limitations do not conflict with the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in your Summary of Dental Plan Benefits.

All time limitations are measured from the prior dates of service in our records for any RLHICA Plan or, to the extent records are available, the prior dates of service in any other dental Plan.

1. DIAGNOSTIC AND PREVENTIVE SERVICES

a. Diagnostic and Preventive Services:

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease are Covered Services. These services include, but are not limited to, oral evaluations (examinations), prophylaxes (cleanings), bitewing X-rays and fluoride treatments. These services are subject to the following exclusions and limitations:

i. Topical fluoride treatments are payable twice in any Benefit Year for individuals under the age of 19;

ii. Oral examinations submitted as a consultation or evaluation are payable twice in any Benefit Year, whether provided under one or more RLHICA Plans. An evaluation is not a Covered Service when done in conjunction with a consultation;

iii. Prophylaxes, including periodontal maintenance procedures are payable twice in any Benefit Year;

iv. Bitewing X-rays are payable once in any Benefit Year for individuals 19 years of age or older;

v. Bitewing X-rays are payable once every 6 months for individuals under the age of 19;

vi. Space maintenance services are payable for individuals under the age of 19;

vii. We will not make payment for preventive control programs, including home care items, oral hygiene instructions, nutritional counseling, and tobacco counseling and all charges for the same will be your responsibility;

viii. We will not make payment for tests and laboratory examinations (including, but not limited to cytology, bacteriology or pathology) and caries susceptibility tests and all charges for the same will be your responsibility, unless otherwise indicated in the Summary of Dental Plan Benefits Section or in this Policy; and

ix. Pre-diagnostic services submitted as a patient screening are payable once in any Benefit Year. Pre-diagnostic services submitted as a patient assessment are not Covered Services.

[b. Brush Biopsy

Oral brush biopsy procedure and laboratory analysis to detect oral cancer, an important tool that identifies and analyzes precancerous and cancerous cells, is a Covered Service.]

[2. BASIC SERVICES

a. Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain is a Covered Service when done in conjunction with X-rays, tests or examinations. If not performed in conjunction with X-rays, tests or examinations, emergency palliative treatment is not a Covered Service.

b. Radiographs (X-rays)/Diagnostic Imaging/Diagnostic Casts

X-rays as required for routine care or as necessary for the diagnosis of a specific condition are Covered Services, subject to the following exclusions and limitations:

i. Full mouth X-rays (which include bitewing X-rays) or a panoramic X-ray (with or without bitewing X-rays) are payable once in any 5 year period;

ii. A serial listing of X-rays is paid as full mouth X-rays if the total fee equals or exceeds the fee for full mouth X-rays;

iii. Any supplemental films with full mouth X-rays are part of the complete procedure;

iv. For individuals 19 years of age or older, cephalometric films, oral/facial photographic images or diagnostic casts are not payable, except in conjunction with Orthodontic Services, and all such charges for the same will be your responsibility.

v. For individuals under the age of 19, cephalometric films, oral/facial photographic images or diagnostic casts are Covered Services;

vi. Posterior-anterior or lateral skull and facial bone survey, sialography, temporomandibular joint films (including arthrograms) or tomographic films are not payable and all charges for the same will be your responsibility.

c. Minor Restorative Services

Minor restorative services to rebuild and repair natural tooth structure when damaged by disease or injury, including amalgam (silver) and composite resin (white) restorations (fillings) are Covered Services, subject to the following exclusions and limitations:

i. For individuals 19 years of age or older, amalgam (silver) and composite (white) resin restorations are payable once per tooth surface within a 24 month period regardless of the number or combination of restorations placed on a surface;

ii. We will not make payment for dentistry for aesthetic reasons and all charges for the same will be your responsibility.

iii. Retention pins are payable once per tooth in a 24 month period for individuals age 19 or older. Crown, inlay and onlay repair are Covered Services. Resin infiltration of incipient smooth surface lesions is not a Covered Service and all charges for the same will be your responsibility.

d. Simple Extractions

Simple extractions including local anesthesia, suturing, if needed, and routine post-operative care are Covered Services.

e. Sealants

Sealants are payable once in any three year period, only for the occlusal (biting) surface of unrestored permanent molars for individuals under the age of 19. The surface must be free from decay and restorations.

f. Periodontal Maintenance Following Therapy

Periodontal maintenance following active periodontal therapy procedures to treat diseases of the gums and supportive structures of the teeth, along with prophylaxes, including periodontal maintenance procedures are payable twice in any Benefit Year for individuals 19 years of age or older, or four times in any Benefit Year for individuals under the age of 19.

g. Other Basic Services

After hours visits, not to exceed once per Benefit Year, are a Covered Service.

3. MAJOR SERVICES

a. Oral Surgery Services

Surgical extractions and dental surgery are Covered Services, including, but not limited to, local anesthesia, suturing, if needed, and routine postoperative care are subject to the following exclusions and limitations:

i. We will not make payment for the following services and items and all charges for the same will be your responsibility unless otherwise specified in the Summary of Dental Plan Benefits Section: appliances, restorations, X-rays or other services for the diagnosis or treatment of temporomandibular disorders ("TMD") including myofunctional therapy;

ii. We will not make payment for the following services and items and all charges for the same will be your responsibility: charges related to hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown. Notwithstanding the foregoing, general anesthesia, intravenous sedation and therapeutic drug injections are Covered Services for individuals under the age of 19.

b. Endodontic Services

The treatment of teeth with diseased or damaged nerves (for example, root canals), is a Covered Service subject to the following exclusions and limitations:

i. Endodontic therapy, endodontic retreatment, and apicoectomy/periradicular services are payable once per tooth in any [24] month period, for individuals 19 years of age or older;

ii. Endodontic therapy, endodontic retreatment, and apicoectomy/periradicular services are Covered Services for individuals under the age of 19;

iii. Root canal fillings on primary teeth are limited to primary teeth without succedaneous (replacement) teeth;

iv. We will not make payment for pulp caps and all charges for the same will be your responsibility;

v. Pulpotomy is a Covered Service only for Children under age 19; and

vi. Pulpal therapy (resorbable filling) for an anterior, primary tooth (excluding restoration) is a Covered Service, but is limited to primary incisor teeth for Children up to age 6 and primary molars and cuspids up to age 11, and is limited to once per tooth per lifetime.

c. Maxillofacial Prosthetics

We will not make payment for maxillofacial prosthetics and all charges for the same will be your responsibility.

d. Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth is a covered Service, subject to the following exclusions and limitations:

i. Full mouth debridement will be payable once in an individual's lifetime;

ii. Scaling and root planning are payable once per area in any 24 month period;

iii. Periodontal surgery is payable once per area in any 3 year period;

iv. Gingivectomy or gingivoplasty is not a Covered Service when performed in conjunction with the preparation of a crown or other restoration.

e. Major Restorative Services

Major restorative services, such as crowns, are payable only for extensive loss of tooth structure due to caries (decay) or fracture. These services are subject to the following exclusions and limitations:

i. Indirect restorations including porcelain/ceramic substrate, porcelain/resin processed to metal and cast metal restorations (including crowns and onlays) and associated procedures such as cores and post and core substructures on the same tooth are payable once in any 5 year period for individuals under the age of 19. The same services and procedures shall be payable only once in any 7 year period for individual 19 years of age and older;

ii. Substructures and indirect restorations, including, porcelain/ceramic substrate, porcelain/resin processed to metal, and cast restorations, are not payable for Children under the age of 12 and all charges for the same will be your responsibility. Core buildups and other substructures are a Covered Service, but only when needed to retain a crown on a tooth with extensive breakdown due to decay or fracture;

iii. Optional treatment: If you or your Eligible Dependent selects a more expensive service than is customarily provided, we may make an allowance based on the fee for the customarily provided service. You are responsible for the difference in cost;

iv. Inlays, regardless of the material used will be payable, but only at the applicable amount that we would have paid for a resin-based composite restoration. You will be responsible for any additional charges;

v. We will not make payment for the following services and items and all charges for the same will be your responsibility: charges related to the hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedures unless specified need is shown. Notwithstanding the foregoing, general anesthesia, intravenous sedation and therapeutic drug injections are Covered Services for individuals under the age of 19;

vi. We will not make payment for dentistry for aesthetic reasons and all charges for the same will be your responsibility.

vii. Veneers are not a Covered Service and all charges for the same will be your responsibility.

f. Prosthodontic Services

Services and appliances that replace missing natural teeth (such as fixed bridges, endosteal implants, partial dentures, and complete dentures) are Covered Services, subject to the following exclusions and limitations:

i. One complete upper and one complete lower denture is payable once in any 5 year period for individuals under the age of 19;

ii. One complete upper and one complete lower denture is payable once in any 7 year period for individuals 19 years of age and older;

iii. A partial denture, fixed bridge, endosteal implants and any associated services are payable once in any 5 year period for individuals under the age of 19;

iv. A partial denture, fixed bridge, endosteal implants and any associated services are payable once in any 7 year period for individuals 19 years of age and older;

v. Optional treatment: If you or your Eligible Dependent selects a more expensive service than is customarily provided, we may make an allowance based on the fee for the customarily provided service. You are responsible for the difference in cost;

vi. Services for tissue conditioning are a Covered Service without limitation for individuals under the age of 19. Such services are payable only twice per denture unit in any 3 year period for individuals 19 years of age and older;

vii. Endosteal implants are payable once per tooth, per lifetime, for individuals age 19 and older and once every 5 years for individuals under the age of 19. We will not make payment if the implant is placed within 5 years (for those under 19 years of age) or 7 years (for those age 19 and older), following prosthodontic or major restorative services involving that tooth and all charges for the same will be your responsibility;

viii. Bone replacement grafts in conjunction with an implant are not a Covered Service and all charges for the same will be your responsibility;

ix. We will not make payment for the following services and items and all charges for the same will be your responsibility: lost, missing or stolen appliances of any type; temporary, provisional, or interim prosthodontic appliances; precision or semi-precision attachments, copings or myofunctional therapy; and

x. We will not make payment for posterior bridges done in conjunction with partial dentures in the same arch. We will not make payment for the replacement of teeth beyond the normal compliment of teeth. All charges for the foregoing will be your responsibility.

g. Relines and Repairs

Relines and repairs to fixed bridges, partial dentures, and complete dentures are Covered Services. A reline, repair or a complete replacement of denture base material is payable once in any 3 year period per appliance.

h. Other Major Services

i. An occlusal guard is payable only once in a lifetime for individuals 19 years of age or older.

ii. An occlusal guard is payable once in any 12 month period for an individual who is at least 13 years of age, but under 19 years of age;

iii. Limited occlusal adjustments are limited to [3] in a [5] year period; and

iv. We will not make payment for the following services and items and all charges for the same will be your responsibility: repair, relines, or adjustments of occlusal guards.

4. ORTHODONTIC SERVICES

a. Orthodontic Services

Medically necessary Orthodontic Services, including treatment and procedures to correct malposed teeth (for example, braces) are Covered Services, payable for individuals under the age of 19. No person 19 years of age or older will be eligible for Orthodontic Services unless Orthodontic Services are provided for in the Summary of Dental Plan Benefits Section and then will be subject to the lifetime Maximum Payment set forth therein. All Orthodontic Services are subject to the following exclusions and limitations:

i. Our payment for Orthodontic Retention Services (removal of appliances, construction and placement of retainer) is included in our payment of overall Orthodontic Services. If a Dentist bills these services separately, payment will be denied;

ii. If the treatment plan is terminated before completion of the case for any reason, our obligation will cease with payment up to the date of termination;

iii. The Dentist may terminate treatment, with written notification to us and to the patient, for lack of patient interest and cooperation. In those cases, our obligation for payment ends on the last day of the month in which the patient was last treated;

iv. We will not make payment for the following services and items and all charges for the same will be your responsibility: lost, missing or stolen appliances of any type or replacement or repair of an orthodontic appliance.]

IN NETWORK DENTIST BENEFITS

If you or your Eligible Dependents, receive Covered Services from an Out-of-Network Dentist, Benefits may be less than the amount that would have otherwise been payable with an In-Network Dentist. However, if you or your Eligible Dependents require emergency treatment and receive Covered Services from an Out-of-Network Dentist, Covered Services for the emergency care rendered during the course of the emergency will be treated as if they had been provided by an In-Network Dentist. Pursuant to MRSA Section 2847-A, there is no prior authorization required for emergency treatment and RLHICA will impose no penalty for your failure to notify us prior to seeking such treatment. Also, if you or your Eligible Dependents receive Covered Services that are not of the type provided by any In-Network Dentist, these Covered Services will be treated as if they had been provided by an In-Network Dentist.

The Benefits for both In-Network and Out-of-Network Dentists are shown in the Summary of Dental Plan Benefits Section.

Payment of Dental Bills When You See an In-Network Dentist

If you or your Eligible Dependents receive Covered Services from an In-Network Dentist, the fee for services has already been agreed to between the Dentist and RLHICA. In-Network Dentists accept these pre-negotiated fees as payment in full for the dental care provided. You will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You Pay" column of the Summary of Dental Plan Benefits Section for In-Network Dentists for the categories of services rendered.

You are also responsible for any charges for optional treatment or specific exclusions/limitations of the Policy.

Payment of Dental Bills When You See an Out-of-Network Dentist

If you or your Eligible Dependents receive Covered Services from an Out-of-Network Dentist, payment will be based upon the percentage of the Allowed Amount that is set forth in the Summary of Dental Plan Benefits Section. You will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the “You Pay” column of the Summary of Dental Plan Benefits Section for Out-of-Network Dentist for the categories of services rendered. In addition, if the Submitted Amount for an Out-of-Network Dentist is more than the Allowed Amount, you will also be responsible for paying the Dentist the difference between the Submitted Amount and the Allowed Amount.

You are also responsible for any charges for optional treatment or specific exclusions/limitations of the Policy.

EXCLUSIONS AND LIMITATIONS

A. Exclusions:

In addition to the exclusions listed in the Covered Services Section, we will not make payment for the following services, items or supplies and all charges for the same will be your responsibility, unless otherwise specified in the Summary of Dental Plan Benefits Section.

1. Services for injuries or conditions paid pursuant to Workers' Compensation or Employer's Liability laws. Services that are received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This exclusion does not apply to any programs provided under Title XIX of the Social Security Act, that is, Medicaid;
2. Services or appliances started prior to the date the person became covered under this Policy, excluding orthodontic treatment in progress (if a Covered Service);
3. Charges for failure to keep a scheduled visit with the Dentist;
4. Charges for completion of forms or submission of claims;
5. Services, items or supplies for which no valid dental need can be demonstrated, as determined by us;
6. Services, items or supplies that are specialized techniques, as determined by us;
7. Services, items or supplies that are investigational in nature, including services, items or supplies required to treat complications from investigational procedures, as determined by us;
8. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other licensed provider under the scope of his or her license as permitted by applicable state law;
9. Services, items or supplies excluded by our policies and procedures;
10. Services, items or supplies which are not provided in accordance with accepted standards of dental practice, as determined by us;
11. Services, items or supplies for which no charge is made, for which the patient is not legally obligated to pay or for which no charge would be made in the absence of RLHICA coverage;
12. Services items or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared;
13. Services, items or supplies that are generally covered under a hospital, surgical/medical, or prescription drug program;
14. Services, items or supplies that are not within the categories of Benefits that have been selected and shown on the Summary of Dental Plan Benefits Section;
15. Prescription drugs, non-prescription drugs, premedications, fluoride rinses and self-applied fluorides, localized delivery of antimicrobial or chemotherapeutic agents, relative analgesia, non-intravenous conscious sedation, hospital visits, desensitizing medicaments and techniques, behavior management, athletic mouthguards, house/extended care facility visits, mounted occlusal analysis, complete occlusal adjustments, enamel microabrasions, odontoplasty or bleaching;
16. Correction of congenital or developmental malformations, cosmetic surgery or dentistry for aesthetic reasons as determined by us;

17. Any appliance, restoration or surgical procedure used to (a) change vertical dimension; (b) restore or maintain occlusion; (c) replace tooth structure lost as a result of abrasion, attrition, abfraction or erosion; or (d) splint or stabilize teeth for periodontal reasons.

18. We will make no payment for local anesthesia and all charges for the same will be your responsibility.

B. Limitations:

In addition to the limitations listed above in the Benefits Section, the following limitations apply under this Policy, unless otherwise specified in the Summary of Dental Plan Benefits:

1. Our obligation for payment of Benefits ends on the date that this Policy terminates;

2. When services in progress are interrupted and completed later by another Dentist, we will review the claim to determine the amount of payment, if any, to each Dentist;

3. Care terminated due to the death of you or your Eligible Dependent will be paid to the limit of our liability for the services completed or in progress;

4. The Maximum Payment will be limited to the amount specified in the Summary of Dental Plan Benefits Section;

5. If a Deductible amount is specified in the Summary of Dental Plan Benefits Section, we will not be obligated to pay, in whole or in part, for any services, items or supplies to which the Deductible applies, until the Deductible amount is met.

CLAIM PROVISIONS

Agreement

RLHICA agrees to make payments in the following manner for Covered Services provided to the Insured and Eligible Dependents: RLHICA will base payment on the lesser of the Submitted Amount, and either the Allowed Amount or an amount based on a Table of Allowances, whichever is shown in the Summary of Dental Plan Benefits. RLHICA will either send payment to the Insured who is responsible for paying the Dentist whatever he or she charges, or directly to the Dentist if the Insured or Eligible Dependent has assigned Benefit payments to the Dentist who rendered Covered Services under this Policy.

Predetermination (Pre-Service Claim)

RLHICA recommends Predetermination before any services are rendered where the total charges will exceed $200. You and your Dentist should review your Predetermination Notice before your Dentist proceeds with treatment. Once treatment is complete, the dates of service will be entered on the Predetermination Notice and the Predetermination Notice may be submitted to RLHICA for payments.

A. Notice of Claim

Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice may be given to RLHICA at its home office or to RLHICA's agent. Notice should include the name of the Insured and the Policy number.

B. Claim Forms

RLHICA, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

C. Proof of Loss

Written proof of loss must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, RLHICA shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the claimant was legally incapacitated.

D. Time of Payment of Claims

RLHICA will pay immediately, or within 30 days following receipt of due written proof of loss, all benefits due under this Policy.

E. Payment of Claims

Except as set forth in this clause, all benefits are payable to the Insured. Benefits unpaid at your death will be paid to your spouse. If you have no spouse, they will be paid to your estate.

Unless you ask us not to, we may pay all or part of a benefit for dental services to its provider. It is not required that the care or service by any certain provider. To ask us not to pay benefits in this way, you must do so in writing before you have assigned the benefits to another. You may make your request in

the application for this Policy or at a later date. Your request must be made not later than the time the proof of loss is filed. Payment made in good faith under this clause will discharge our obligations under the Policy to the extent of the payment.

F. Assignment:

With RLHICA approval, benefits for dental services may be assigned to the provider providing treatment.

G. Physical Examination:

RLHICA shall have the right and opportunity to examine you or an Eligible Dependent while a claim is pending or while a dispute over the claim is pending. These examinations are made at our expense and as often as we may reasonably require.

H. Right of Recovery

If RLHICA pays a claim for which another person or company is liable, RLHICA has the right to recover its payment from the other person or company.

I. Claim Denials

RLHICA will establish a procedure for resolving all questions raised by a Dentist, an Insured or an Eligible Dependent in regard to claims for dental Benefits allowed or rejected under the terms of this Policy. This procedure will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. All determinations made according to this procedure will be final and binding on the Dentist, the Insured and the Eligible Dependent.

GENERAL PROVISIONS

THE CONTRACT

A. **Entire Contract; Changes:** This Policy with the application is the entire contract between the Insured and RLHICA. No change in this Policy will be effective until approved by one of our officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

B. **Time Limit on Certain Defenses:** A material misstatement by the Insured in any application for this Policy may be used to void this Policy or to deny a claim. This action may be taken in the first three years of a person's coverage. After the three-year period, this action may be taken only for a fraudulent misstatement and non-payment of premium.

C. **Legal Actions:** No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy, unless prohibited by applicable state law. No such action may be brought after the expiration of the applicable statute of limitations (3 years in most states, 5 years in Kansas and 6 years in South Carolina) from the time written proof of loss is required to be given.

D. **Change of Beneficiary:** Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

E. **Conformity With State Laws:** Any part of the Policy in conflict with the laws of the state where you live on the Policy's effective date is changed to conform to the minimum requirements of that state's laws.

PREMIUMS

A. **Premium Payment:** Each premium is to be paid on or before its due date. Premium may be paid for a 12 month time period or monthly if paid by credit card or direct debit from your checking account.

From time to time, RLHICA may change the rate tables used for this Policy form. Each premium will be based on the rate table in effect on that premium's due date. The Policy plan, age and sex of Insured, time the Policy has been in force, and place of residence on the premium due date are factors used in determining premium rates. RLHICA will make no change in your premium solely because of claims made under this Policy. At least 60 days notice of any plan to change rates as permitted by this clause will be mailed to the Insured at your last address as shown in our records.

B. **Grace Period:** This Policy has a 31-day grace period. This means that if a premium, other than the initial premium, is not paid by the date it is due, it may be paid during the following 31 days. Your Policy will remain in force during this grace period. The grace period will not apply if, at least 30 days before the due date, we have delivered or mailed to your last known address written notice of our intent not to renew this Policy.

C. **Reinstatement:** If you do not pay the premium by the end of the grace period, your Policy will lapse. This Policy may be reinstated. We may require an application. You must pay the premium to us.

If an application is not required, your Policy will be reinstated when the premium is accepted. If an application is required, and a conditional receipt is issued, your Policy will be reinstated when the application is approved by us. If the application is disapproved, your Policy will not be reinstated. If the application is received by us, but is neither disapproved in writing nor approved, your Policy will be reinstated 45 days after the date of the conditional receipt.

Premium accepted for reinstatement may be applied to a period for which premium had not been paid. The period for which back premium may be required will not begin more than 60 days before the date of reinstatement.

The reinstated Policy will cover only loss that results from an injury sustained after the date of reinstatement or sickness that starts more than 10 days after such date.

A change may be made in your Policy in connection with the reinstatement. These changes will be sent to you for you to attach to your Policy. In all other respects, you and we will have the same rights as before your Policy lapsed.

D. **Misstatement of Age or Sex:** If an Insured's or Eligible Dependent's age or sex has been misstated, the benefits may be adjusted, based on the relationship of the premium paid to the premium that should have been paid based on the correct age or sex.